The residence of Mr. T. P. Venkitarama Ayyar, Talappalli Taluk Salt Inspector with his family in the Office Building.

Mr. M. K. RAMAN.

195. Will the Government be pleased to state whether the Talappalli Taluk Salt Inspector, Mr. T. P. Venkitarama Ayyar, is living with his family in his office at Vadakkancheri?

If so, is any rent realised from him? Are there complaints from the shop-keepers and others that they cannot approach the office on account of the Inspector's residing there?

Mr. V. B. VAIDYANATHA AYYAR.

The Inspector is living in an extension specially added at his request by the owner to the building in which the office is located.

The Inspector is paying rent to the owner of the building. No such complaints have been received.

Tenders for the supply of salt.

Mr. M. K. RAMAN.

196. Will the Government be pleased to answer the following:—

(1) Were tenders for the supply of salt during the years of 1101 and 1102 publicly invited, or was it done through any confidential communication by the Superintendent to the Government?

(2) To whom was the contract given? And on what terms?

Have the Government enquired whether there were other proper persons in the State who were prepared to take this contract on terms more profitable to the Government?

(3) Were any remissions allowed to the Salt Contractor, Mr. A. M. A. Arunachalam Chettiar, during the years 1098, 1099 and 1100 towards the duty on transit wastages of salt? If so, what were the respective amounts?

Mr. V. B. VAIDYANATHA AYYAR.

(1) Neither.

(2) Mr. A. M. A. Murugappa Chettiar; for the terms vide Appendix IX.

No enquiry was made, as it was found unnecessary.

LIBRARY ARCHIVES Kerala Legislative Assembly

(3) Yes.

1098	Rs. 6,290.
1099	Rs. 8,255.
1100	nil.

Mr. M. K. RAMAN.

Sub-division (1). The answer is "neither," that is to say, tenders were not publicly invited. May I know then how it was done?

Mr. V. B. VAIDYANATHA AYYAR.

There was an offer by a contractor to take up the contract on certain terms.

Mr. M. K. RAMAN.

Answer to sub-division (2). How could the Government find whether it was necessary or not, without advertising it to see whether more profitable terms would be forthcoming or not?

Mr. V. B. VAIDYANATHA AYYAR.

From the experience of the last 5 years, Government thought it was unnecessary to make enquiries. There were only very few Cochinites who had come forward, and the prices offered by them were rather fanciful and out of all proportion to the market value of salt.

PRESIDENT.

Why did Mr. Inasu come?

Mr. V. B. VAIDYANATHA AYYAR.

His offer also was very high. That shows inexperience in the line of the persons tendered.

Mr. M. K. RAMAN.

The answer to sub-division (1) will show that tenders were not publicly invited, and my question was whether the Government knew whether there were other persons who were prepared to take up the contract on more profitable terms.

Mr. V. B. VAIDYANATHA AYYAR.

No enquiry was made, as it was found unnecessary.

Mr. M. K. RAMAN.

May I know how it was possible for the Government to know that no profitable terms were forthcoming without advertising? It is said it was found unnecessary, and why it was unnecessary is not known.

Mr. V. B. VAIDYANATHA AYYAR.

I have stated my reasons, and no discussion can be allowed on the answer given.

LIBRARY ARCHIVES Kerala Legislative Assembly

Mr. M. K. RAMAN.

I am only submitting to the Chair that that is no answer to the supplemetary question that I put. Neither were the tenders invited nor was the fact advertised, and so others would not be forthcoming. The public did not know anything about it.

PRESIDENT.

Saying that other people did not know anything about it is no sound argument. This salt contract is no rare thing. It comes on year after year. Mr. Chettiar is a longstanding contractor in the State. There is only one instance, and that is Mr. Inasu's offer; and so where is the necessity for enquiry? There was no other person.

Mr. M. K. RAMAN.

People from Irinjalakkuda and Trichur were prepared to take up the contract on more profitable terms. My question is how was it found unnecessary?

PRESIDENT.

Previous experience, you see, regarding all contracts. So it was found unnecessary. In the case of the Distillery, we have been giving the contract to other persons, and this year Mr. Nadar came forward, and there was no tender or anything of the kind. He has offered to take it up. These are well-known things. We never knew that there were Irinjalakkuda people to take up the salt contract. Our object is only to get the most favourable terms possible.

Mr. M. K. RAMAN.

May I request the Government to invite tenders publicly hereafter?

PRESIDENT.

Suppose tenders are called for. We have to go in for negotiations. When tenders are invited, the lowest terms will have to be accepted which may not be the best. This year we have given it for Rs. 77—8—0. In Travancore they have given it for Rs. 81—4—0. All of us, you know, are working in the best interests of the Government. Of course, formalities may be complied with.

Mr. K. T. MATHEW.

May I know whether you are referring to the Government or this Council? It leads to confusion.

PRESIDENT.

There is no confusion at all. This Council has nothing to do with the question. Why should you draw the Council into the question? You know I have a capacity as the Diwan.

LIBRARY ARCHIVES Kerala Legislative Assembly

Mr. K. T. MATHEW.

The President should be a non-official member.

PRESIDENT.

The Diwan has got a two-fold capacity as the President and as the Diwan.

Mr. K. T. MATHEW.

It is enough to make the member in charge of the department answer the questions.

PRESIDENT.

Please let me know why the member should not have the benefit of my knowledge. The President has nothing to do with the answering of questions. Don't you know?

Mr. C. A. OUSEPH.

The answers are coming from the President. The President ought not to answer. The members are to answer.

PRESIDENT.

If you don't want the benefit of my information, it is well and good. I thought the members should understand what the real facts are. I am trying to place all the facts before you and if you don't want them, it is well and good. Our object is to get information, and the President interferes only in order to give all the information. That should be acceptable. I am the President. You see Mr. C. Achyuta Menon supplied a piece of information that rent was realised from Mr. Brown. Of course, he said this from his experience as Secretary to the Diwan. He gave information that rent was realised. That information was acceptable to the member. Of course, if you do not want it, I have no objection. I am only interfering for the purpose of giving information. If it does not benefit you, I shall not supply any.

Mr. C. ACHYUTA MENON.

May I make one remark with regard to this? If our object is, as I take it to be, to get full and correct information on a subject, and as the Diwan is probably the only officer who is in a position to give that information, that information from the Diwan must be welcomed by us rather than objected to from a technical point of view.

PRESIDENT.

Because I have occasion to see a good number of answers to questions from Departmental Heads, I got into the matter. So I am in a position to know. Whatever information is available, I am placing before the Council, and I thought that the Council would like to have all the available information on a subject. What is there in that?

LIBRARY ARCHIVES Kerala Legislative Assembly

Mr. K. T. MATHEW.

If the Government is not able to answer a question put by a member such a thing ought not to come from the President. We want the Council to develop.

PRESIDENT.

Its development is not being retarded by getting full information affecting the administration. Does it in any way affect the development of the Council ?

Mr. K. T. MATHEW.

All officials are to answer questions.

PRESIDENT.

That means full information is made available to the House.

Mr. K. T. MATHEW.

You can call them outside the Hall and tell them the answers.

PRESIDENT.

Am I to call each member outside ? Each member has his own business. The Diwan too has got his own business. Let them understand things properly. Probably, you do not want full information. I had to say something on these contract negotiations and all those things. So I gave all the facts. That is all. I make a clear discrimination, when I occupy the Presidential Chair. I don t know whether I am going outside my province as President. The matter of questions and answers is simple, because the members must have full knowledge. In other respects, I don't take any privilege at all to satisfy you by supplying information on all points

The Publication of the "Excise Manual".

Mr. M. K. RAMAN.

197. Will the Government be pleased to state when the compilation of the *Excise Manual* was first ordered ?

Why was its publication delayed still ?

Mr. V. B. VAIDYANATHA AYYAR.

In 1084 M. E.

The Special Officer who was asked to do the work in co-operation with the then Excise Superintendent, Mr. Brown, had also to attend to the compilation of other more urgent Departmental Manuals and Codes, such as the *Land Revenue Manual, the Village Officers' Manual, the Police Manual, the Forest and the Public Works Codes*, &c., which had already been taken up in hand. The Excise Department was also at that time in a stage

LIBRARY ARCHIVES Kerala Legislative Assembly

APPENDIX IX.

(Vide Answer to Question No. 196)

Agreement executed this the 10th day of Karkadagam 1100 by Mr. A. M. A. Murugappa Chettiar, son of Mr. A. M. A. Arunachalam Chettiar (hereinafter called the contractor), Pallattur, Madura, Ramnad District, to the Diwan of Cochin for and on behalf of the Cochin Government.

Whereas the contractor's offer for the supply of salt to the Cochin Government for the two years 1101 and 1102 M. E. has been accepted by the Government, the contractor hereby agrees to abide by all the terms and conditions as set forth hereunder, viz :—

1. The contractor agrees to supply to the Cochin Government every year 3,00,000 (three lakhs) Indian maunds (each maund being equal to 82⅔ lbs.) of Bombay salt or such greater quantity as may be required for the two years 1101 and 1102 M. E. The period of the contract is to be reckoned from the 1st of Chingam 1101.

2. The contractor agrees to be bound and abide by all rules regarding removal, export, landing, etc., as laid down in the Diwan's Notification of the Revenue Department (Separate Revenue), dated 26th June 1922 (12th Mithunam 1097).

3. The contractor guarantees the quality of salt and agrees to supply in two-maund bags salt of two varieties, Jada at Rs. 80 per 100 maunds and Barras at Rs. 60 per 100 maunds. The proportion of supply shall be according to exigencies 3 to 1 or half and half of each variety.

4. The contractor agrees to ship the two varieties in separate consignments and to keep them apart so as to prevent confusion when the salt is weighed and taken charge of. Only such salt as per samples, furnished and already accepted by the Government for the contract for 1098, 1099 and 1100, will be loaded and shipped for delivery at Malippuram. Any salt tendered at Malippuram which is not up to sample may be rejected by the Government in accordance with the provisions of clause 5 of this agreement. The contractor undertakes to see that the quantities of supply in each variety are well balanced and to have computation of the maximum and minimum of Jada and Barras in the proportion of 3 to 1 and half and half above fixed, taken from time to time as soon as the first delivery of 25,000 maunds (which will be treated as a unit for the purpose) is completed.

5. The Superintendent of Salt, Abkari and Customs Revenue shall decide whether any salt delivered is up to sample or not. In passing salt, an examination of the contents of 10 per cent of the bags of any consignment shall be taken as a sufficient indication of the quality of salt in such consignment. The Superintendent may, however, at his discretion examine the contents of every bag if he wishes to do so. The contractor undertakes to see that salt does not get wet in landing or otherwise. The contractor has no right to insist upon any salt which is not properly dried being accepted, even though it be otherwise up to sample, and the Superintendent has the right to reject the same till it is properly dried and tendered. If any dispute arises between the contractor and the Superintendent under this clause, the contractor reserves to himself the right of referring the matter to the Diwan but agrees to be bound by the decision of the Diwan as final.

6. Any salt rejected under the provisions of this agreement the contractor agrees to take back forthwith after paying the Government the full duty thereon prevailing at the time. The contractor undertakes to pay for and remove all rejected salt within a week after the rejection, and until this is done the Superintendent will be at liberty to refuse to take delivery of new consignments.

LIBRARY ARCHIVES Kerala Legislative Assembly

7. The contractor has the right to sell such rejected salt at any place or places within the Cochin State but not at a lower rate than that at which accepted salt is being sold in such place or places.

8. The contractor agrees to import the salt in bags at his own risk from Bombay by steamers or country craft at his option and deliver the same at the Sirkar Godowns at the Port of Malippuram free of all transit or other charges.

9. The contractor binds himself to deliver the full quantity of three lakhs maunds agreed upon and such greater quantity as may be required annually, delivery for each year commencing from the end of October of each corresponding English year and deliveries being completed by the beginning or middle of May of each of the succeeding years. The contractor is not entitled to deliver more than 50,000 maunds in any month. In regard to all short deliveries whether due to transit wastages or other causes the contractor undertakes to pay to the Government unconditionally the full duty prevailing at the time of import on such deficiency and agrees that the amount due on this account be deducted from the price of salt delivered in pursuance of this contract and if the latter amount be insufficient to cover the amount of duty leviable, the contractor agrees to pay the balance to the Government. If any default be made in the delivery of salt as stipulated in this article, the contractor agrees that the contract may be resold, holding himself liable at the same time for all losses arising from the resale, besides being answerable for all losses incurred by the Government on account of non-performance, but he will not be entitled to any profit arising from such resale. The contractor also agrees to forfeit the deposit referred to in clause 14.

10. The contractor will be responsible (and the Government will never be responsible) for all losses and damages arising from confiscation, attachment, etc., of his salt either by the Government of Bombay or by any other Government in the course of transport from Bombay to Malippuram.

11. The contractor agrees to pay all weighing and storing charges etc., at Malippuram and undertakes to provide bamboo mats for the godowns in which the salt is stored, to the number required by the Deputy Superintendent of Customs of Malippuram and shipping dues, if any, that may be charged on the consignment at the Cochin Port should be borne by the Cochin Government and made good to the contractor on presentation of the receipt for such payment.

12. Each consignment of salt as it arrives should be weighed and taken delivery of by the Sirkar Officers as expeditiously as possible.

13. The Government should pay the price of each consignment of salt as it is delivered, in British rupees or currency notes and return the empty bags as each shipment is weighed and stored, but the Government shall have no responsibility whatever for any delays either on account of delay in storage or through any other cause.

14. The contractor hereby deposits in the Indian Bank Ltd., at his own risk and on his own responsibility Rs. 15,000 (fifteen thousand rupees) as security for the due fulfilment of the contract and for all losses that may have to be incurred by the Government by resale or otherwise on account of failure to perform the whole or any part of the contract and for all amounts that may be found to be due to the Government under this contract.

LIBRARY ARCHIVES Kerala Legislative Assembly

In witness whereof the above said Murugappa Chettiar of Pallattur, Madura, Ramnad District, has hereunto set his hand this the 25th day of July 1925 corresponding to the 10th day of Karkadagam 1100.

(Sd.)
A. M. A. Murugappa Chettiar.

Signed by the above named Murugappa Chettiar in the presence of:—
Witnesses.—

1. V. Gopala Menon, Manager.
2. K. Kelukkutty Menon.

(Sd.)
V. B. VAIDYANATHA AYYAR,
Superintendent of Excise Revenue.

APPENDIX X.

(Vide Answer to Question No: 205.)

കടംവാങ്ങിയവരുടെ പേര്.	കടംകൊടുത്ത സംഖ്യ. ക. ണ. വ.	പലിശയുടെ തോത്.	മടക്കി അടക്കുന്നതിനപ്പുറമുള്ള വ്യവസ്ഥകൾ.
തൂത്തുക്കുടി പോർട്ട് ട്രസ്റ്റ് ആണ്ട് സ്റ്റീമർ കമ്പനി.	2,945-7-2	3 ശതമാനം	കമ്പനിയുടെ പേരിൽ കേസ് കൊടുത്തു് വിധി സമ്പാദിച്ചിട്ടുണ്ട്. സംഖ്യ വസൂൽ ചെയ്യുന്നതിനു് കൺസർവേറ്റർ നടപടി നടത്തുന്നുണ്ട്.
വാണിയമ്പാറമ്പിർ കമ്പനി.	20,000-0-0	7 ശതമാനം	മുതൽ ആവശ്യപ്പെടുമ്പോൾ തന്നുകൊള്ളാമെന്നും പലിശ ആറുമാസം കൂടുമ്പോൾ അടച്ചുകൊള്ളാമെന്നും.
ടി	55,000-0-0	ടി	
ടി	25,000-0-0	ടി	
കൊച്ചിൻ ട്രാൻവീസ് കമ്പനി.	1,00,000-0-0	7 ശതമാനം	ഇതിൽ 50,000 ക. ആവശ്യപ്പെടുമ്പോൾ തന്നുകൊള്ളാമെന്നും ബാക്കിയുള്ള 50,000 ത്തിൽ 25,000 ക. 1923 ജൂൺമാസം 30-നു മുമ്പായിതിരിച്ചു തന്നുകൊള്ളാമെന്നും ബാക്കി 25,000 ക. രണ്ടു കൊല്ലത്തിനകം 500 ക. യിൽ കുറയാത്ത ഗഡുക്കളായിതീർക്കാമെന്നും പലിശ ആതാതുകൊല്ലത്തിൽ ജൂൺ 30-നോ അതിനുമുമ്പാ അടച്ചുകൊള്ളാമെന്നും.
സീ റോഡ് സ്റ്റീമിങ്ങ് ആണ്ട് വീവിങ്ങ് മിൽസ് (ലിമിറ്റഡ്) തൂത്തുക്കുടി.	3,50,000-0-0	7½ ശതമാനം	1101 കർക്കടകം 31-നു ക. 50,000-0-0 1102 ടി ക. 1,00,000-0-0 1103 ടി ക. 1,00,000-0-0 1104 ടി ക. 1,00,000-0-0 പലിശ ആതാതുകൊല്ലത്തിൽ കർക്കടകമാസത്തിലെ ഒടുവിലത്തെ ദിവസം അടച്ചുകൊള്ളാമെന്നു്.

LIBRARY ARCHIVES Kerala Legislative Assembly